Ref #	Hits	Search Query	DBs	Default Operator	Plurals	Time Stamp
L1	0	(bid) same (coal or diamond) same (network or interactiv$3 or internet)	USPAT; EPO; DERWENT	OR	ON	2004/12/10 12:43
S3	34	(bid) same (coal or diamond)	USPAT; EPO; DERWENT	OR	ON	2004/12/10 12:42
S4	34	(bid) same (coal or diamond)	USPAT; EPO; DERWENT	OR	ON	2004/12/10 12:42
S5	2	S4 and (rebate or discount)	USPAT; EPO; DERWENT	OR	ON	2004/12/10 11:56

reviewed for appliable claims.

Ref #	Hits	Search Query	DBs	Default Operator	Plurals	Time Stamp
L2	34	(bid) same (coal or diamond)	USPAT; EPO; DERWENT	OR	ON	2004/12/10 11:56
L3	2	L2 and (rebate or discount)	USPAT; EPO; DERWENT	OR	ON	2004/12/10 11:56

Both results reviewed for content of claim

Ref #	Hits	Search Query	DBs	Default Operator	Plurals	Time Stamp
L1	79	bid near5 (rebate or discount)	US-PGPUB; USPAT; EPO; JPO; DERWENT	OR	OFF	2004/12/08 08:51

all references reviewed as applicable

abstract

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 show files
File  15:ABI/Inform(R) 1971-2004/Dec 10
         (c) 2004 ProQuest Info&Learning
File   9:Business & Industry(R) Jul/1994-2004/Dec 09
         (c) 2004  The Gale Group
File 810:Business Wire 1986-1999/Feb 28
         (c) 1999 Business Wire
File 275:Gale Group Computer DB(TM) 1983-2004/Dec 10
         (c) 2004 The Gale Group
File 476:Financial Times Fulltext 1982-2004/Dec 10
         (c) 2004 Financial Times Ltd
File 610:Business Wire 1999-2004/Dec 09
         (c) 2004 Business Wire.
File 624:McGraw-Hill Publications 1985-2004/Dec 09
         (c) 2004 McGraw-Hill Co. Inc
File 636:Gale Group Newsletter DB(TM) 1987-2004/Dec 10
         (c) 2004 The Gale Group
File 621:Gale Group New Prod.Annou.(R) 1985-2004/Dec 10
         (c) 2004 The Gale Group
File 613:PR Newswire 1999-2004/Dec 08
         (c) 2004 PR Newswire Association Inc
File 813:PR Newswire 1987-1999/Apr 30
         (c) 1999 PR Newswire Association Inc
File  16:Gale Group PROMT(R) 1990-2004/Dec 10
         (c) 2004 The Gale Group
File 160:Gale Group PROMT(R) 1972-1989
         (c) 1999 The Gale Group
File 634:San Jose Mercury  Jun 1985-2004/Dec 08
         (c) 2004 San Jose Mercury News
File 148:Gale Group Trade & Industry DB 1976-2004/Dec 10
         (c)2004 The Gale Group
File  20:Dialog Global Reporter 1997-2004/Dec 10
         (c) 2004 The Dialog Corp.
File  35:Dissertation Abs Online 1861-2004/Nov
         (c) 2004 ProQuest Info&Learning
File 583:Gale Group Globalbase(TM) 1986-2002/Dec 13
         (c) 2002 The Gale Group
File  65:Inside Conferences 1993-2004/Dec W1
         (c) 2004 BLDSC all rts. reserv.
File   2:INSPEC 1969-2004/Nov W4
         (c) 2004 Institution of Electrical Engineers
File 233:Internet & Personal Comp. Abs. 1981-2003/Sep
         (c) 2003 EBSCO Pub.
File 474:New York Times Abs 1969-2004/Dec 09
         (c) 2004 The New York Times
File 475:Wall Street Journal Abs 1973-2004/Dec 09
         (c) 2004 The New York Times
File  99:Wilson Appl. Sci & Tech Abs 1983-2004/Oct
         (c) 2004 The HW Wilson Co.
File 348:EUROPEAN PATENTS 1978-2004/Dec W01
         (c) 2004 European Patent Office
File 349:PCT FULLTEXT 1979-2002/UB=20041209,UT=20041202
         (c) 2004 WIPO/Univentio
File 347:JAPIO Nov 1976-2004/Aug(Updated 041203)
         (c) 2004 JPO & JAPIO
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Dialog NPL search 09/753,328

Set	Items	Description
S1	1435	(BID OR CONTRACT OR PROPOSAL) (5N) (DISCLOUNT OR REBATE)
S2	0	S1 (S) SCORE
S3	9631	(BID OR CONTRACT OR PROPOSAL) (5N) (DISCOUNT OR REBATE)
S4	12	S3 (S) (SCORE OR RANK)
S5	11	RD S4 (unique items)
S6	5	S5 AND PY<1999
S7	1317	(CONTRACT OR PROPOSAL) (5N) (DISCLOUNT OR REBATE)
S8	5857	(CONTRACT OR PROPOSAL) (5N) (DISCOUNT OR REBATE)
S9	0	S8 AND UTILTY
S10	586	S8 AND UTILITY
S11	89	S10 AND (VENDOR OR SUPPLIER)
S12	66	RD S11 (unique items)
S13	39	S12 AND PY<1999

?

reviewed keyword text

00793675
FREEDOM, ENRON ARGUE OVER SERVING PSNH INDUSTRIALS THAT NEED RELIEF
Power Markets Week, Vol. 21, No. 9, Pg 6
September 2, 1996
JOURNAL CODE: PMW
SECTION HEADING: Retail Competition ISSN: 1078-9820
WORD COUNT: 714

TEXT:

A proposal that outside marketers be allowed to provide power to certain Public Service of New Hampshire industrial customers during a transition period before deregulation begins in the state has generated a spat between Freedom Energy and Enron Capital & Trade Resources over the best way to provide such service.

In a filing to the New Hampshire Public Utilities Commission Aug. 22, Freedom proposed a ``bridging mechanism'' in which it would provide service to users denied rate discounts by PSNH and effectively act as a second **utility** in PSNH's territory in such cases.
But in a motion submitted to the PUC Aug. 28, Enron said the Freedom approach was ``misguided'' and would create a dangerous ``managed competition'' system in the state.

Instead, Enron proposed, the PUC should consider allowing all PSNH industrial customers that need rate relief to participate in the state's retail wheeling pilot, where they could be served by any of about 30 marketers.

Enron also said the PUC could take other actions to speed open competition in the state and give customers rate relief.

The issue first arose in early August when the PUC ruled on a special rate **discount contract** between PSNH and the Crown Vantage paper company in Dover. Under the proposed deal, the company would get about a 30% rate discount in return for agreeing to remain a PSNH customer for seven years and not cogenerate power during that time.

The PUC said PSNH should revise the contract so that the exclusive supply arrangement would end as soon as retail choice began in the state in 1998. It also voided the clause forbidding cogeneration. The commission said that because of the mandate from the state legislature to begin full deregulation by 1998, it would be wrong to allow PSNH to ``lock in'' large industrials for several years after that.

PSNH strongly protested the PUC decision and told its customers it will not proceed with any special rate deals under the new PUC terms. Besides special contracts negotiated on an individual basis, the PSNH position also applied to discount contracts under standard economic development and load retention tariffs.

Because of the PSNH refusal to provide rate relief, several consumer and marketer groups in the state have petitioned the PUC to allow some type of transition system that would let ``at-risk'' industrial customers receive alternative service and obtain the **discount** prices at once.

The Freedom **proposal** was based on the fact that Freedom won an initial ruling from the state Supreme Court in May allowing the PUC to have

competing franchises in the state and that Freedom has had a franchise application pending before the commission for two years.

Freedom said it was willing to provide energy to industrial users eligible for PSNH discounts at the same rate as PSNH would normally provide. Freedom would use a 3.1 cent/kWh margin set by the PUC in the state pilot program as a margin for energy sales and pay the remainder up to the stated PSNH price to PSNH to cover transmission and wheeling charges.

Freedom said this arrangement would have the effect of keeping PSNH revenues at the same level as if it had provided the discounted service itself. Also, Freedom said it would end the contracts when retail choice began and customers were free to buy from the open market.

Freedom said that while it is now the only ``**utility supplier** '' in a position to serve as an alternative to PSNH at this time, it would not object to other suppliers participating in its proposal on the same basis.

Enron, in its own filing, agreed fully with the commission that the bid by PSNH to lock in customers beyond the start of deregulation would be a major obstacle to industry restructuring in the state. ``PSNH's raw and unmitigated exercise of monopoly power in the context of these special contracts is inexcusable and must be thwarted,'' it said.

But at the same time, Enron said that by letting Freedom alone serve the customers, the PUC would ``frustrate its policy objective of allowing all competitive suppliers equal access to the market.''

Instead, Enron said, the price and retail access issues in the state would best be resolved by creating a market with no unreasonable barriers to entry and offering non-discriminatory access to the distribution system.

TEXT:

... provide service to users denied rate discounts by PSNH and effectively act as a second **utility** in PSNH's territory in such cases.

But in a motion submitted to the PUC...

... The issue first arose in early August when the PUC ruled on a special rate **discount contract** between PSNH and the Crown Vantage paper company in Dover. Under the proposed deal, the...

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...to buy from the open market.

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1996
?

Dialog NPL search 09/753,328

Set	Items	Description
S1	437	(COAL OR FUEL) (S) (BID OR OFFER OR PURCHASE) (S) (SCOR?)
S2	182	S1 AND (CONTRACT OR AGREEMENT)
S3	170	RD S2 (unique items)
S4	26	S3 AND PY<1999
?		

reviewed applicable paragraphs

Dialog NPL search 09/753,328

Set	Items	Description
S1	81	(SCOR????)(10N)(BIDS OR SPECIFICATIONS) (10N) PROJECT
S2	60	RD S1 (unique items)
S3	39	S1 AND PY<1999
S4	1	S3 AND (BID) (20N) (DISCOUNT OR REBATE)
S5	28143	(BID) (10N) (FACTORS OR PARAMETERS OR TERMS OR CONDITIONS)
S6	138	S5 (S) (SCOR? OR NORMALIZ?)
S7	115	RD S6 (unique items)
S8	39	S7 AND PY<1999

reviewed all references ~~[illegible]~~ keyword paragraphs.

8/9,K/6 (Item 1 from file: 9)
DIALOG(R)File 9:Business & Industry(R)

2119633 Supplier Number: 02119633 (THIS IS THE FULLTEXT)
Computer Sciences Claims First Victory In GM Bidding
(Electronic Data Systems will have to fight to retain its share of General Motors $4.3 bil IT business)
Newsbytes News Network, p N/A
April 21, 1998
DOCUMENT TYPE: Journal ISSN: 0983-1592 (United States)
LANGUAGE: English RECORD TYPE: Fulltext
WORD COUNT: 1324

ABSTRACT:
Electronic Data Systems Corp (EDS; Plano, TX) was spun off from parent company General Motors Corp (GM) in 6/96, EDS faced the stark reality that a sizable chunk of its $4.3 bil in GM business would soon be on the block. Now, with the first of six GM division contracts with EDS expiring, the incumbent is feeling the heat as GM sends a clear message that $1+ bil worth of IT business would be up for grabs over the next 5 years. General Motors Locomotive Group (GMLG), whose contract with EDS expired 12/31/97, chose Computer Sciences Corp (El Segundo, CA), over EDS for a 5-year outsourcing pact worth $100+ mil. CSC will provide help desk and desktop management, applications development, local area network operations and engineering computing for the division. CSC will also phase in one implementation of a full suite of SAP R/3 applications, excluding human resources applications, which PeopleSoft owns. Later phases of SAP implementation will be bid out. EDS retains wide area networking and mainframe computing responsibilities, which represent less than half the division's IT work. While the message sent by GM causes angst at EDS and anticipation among its competitors, analysts say the contract loss isn't the beginning of the end for EDS. Under **terms** of the spin-off agreement, GM is allowed to **bid** up to 6% of its EDS business/year over the next 3 years, which, along with another 2-year tag-on, represents about $200 mil/year in business for EDS. GM officials agree that a newcomer would have to present a very compelling argument to oust EDS, but the competition needed a level playing field and a sign of commitment by GM, so the division took a formal and somewhat unorthodox approach to evaluating each vendor. After narrowing the competitive field from 9 to 5 through half-day interviews with each vendor, GMLG held a 5-week education session. Each vendor was given one-week access to the locomotive division (where IT operations were still being run by EDS). Vendor reps were free to explore the manufacturing floor and engineering area, as well as question the division's business leaders. The 5 bidders then submitted official proposals that were **scored** in 6 areas: pricing, service level agreements, compliance with RFP, metrics management, quality of management team and value- added solutions. Some of the competitors even formed alliances in an unsuccessful bid to offer the right blend of outsourcing services. EDS, being the incumbent, didn't require the same process. In the final analysis, CSC came out on top with, among other things, its aggressive plan to meet service levels.

TEXT:
WASHINGTON, D.C., U.S.A., 1998 APR 21 (NB) -- By Stacy Collett, Integration Management. When Electronic Data Systems Corp. (EDS) (NYSE:EDS) was spun off from parent company General Motors Corp. (GM) (NYSE:GM) in June 1996, EDS faced the stark reality that a sizable chunk of its $4.3 billion in GM

business would soon be on the block. Now, with the first of six GM division contracts with EDS expiring, the incumbent is feeling the heat as GM sends a clear message that more than $1 billion worth of IT business is truly up for grabs over the next five years.

General Motors Locomotive Group (GMLG), whose contract with EDS expired Dec. 31, 1997, last month chose Computer Sciences Corp. (NYSE:CSC) of El Segundo, Calif., over EDS for a five- year outsourcing pact worth more than $100 million.

CSC will provide help desk and desktop management, applications development, local area network operations and engineering computing for the division, which manufactures locomotives for customers worldwide and light armored vehicles for military use.

CSC will also phase in one implementation of a full suite of SAP R/3 applications, excluding human resources applications, which PeopleSoft (NASDAQ:PSFT) owns. Later phases of SAP implementation will be bid out. EDS retains wide area networking and mainframe computing responsibilities, which represent less than half the division's IT work.

While the message sent by GM causes angst at EDS and anticipation among its competitors, analysts say the contract loss isn't the beginning of the end for EDS. "The role of the incumbent vendor in a situation such as outsourcing deals is enormously powerful relative to any would-be competitor trying to replace them," explains Bob Djurdjevic, president of Phoenix-based Annex Research.

"They have the inside knowledge that has taken years to ac- cumulate. From a customer perspective, it represents significantly higher risk with the new company, which will obviously have to be offset by a significantly lower bid to make sense. I suspect you will see EDS continuing to win a majority of the GM bids as they come out because of the inside track that they have."

EDS officials declined an interview, but said in a written statement: "EDS will continue to be competitive and vigorously pursue those deals that are competitively tendered under the master service agreement."

Under terms of the spin-off agreement, GM is allowed to bid up to 6 percent of its EDS business annually over the next three years. That, along with another two-year tag-on, represents about $200 million in business a year for the Plano, Texas-based integrator. Indeed, most of the nine initial bidders on the contract questioned whether GM would make good on its claims to overthrow EDS. "There was a sense that some of the other (vendors) had that GM wasn't really serious," explains Heidi Trost, CSC vice president and General Motors account executive. "They were just going to exercise us and use us to get a better deal out of EDS."

GM officials agree that a newcomer would have to present a very compelling argument to oust EDS. "One of the first things we had to assess was did we want to take the services EDS had been providing to GMLG over the last 10 years and (potentially) put them out in the street? We concluded, after looking at that for about a month, that, yes, that made the most sense," says Dana Deasy, CIO of the La Grange, Ill.- based GMLG. "I believe in competition. I believe it's healthy."

But the competition needed a level playing field and a sign of commitment

by GM, so the division took a formal and somewhat unorthodox approach to evaluating each vendor. After narrowing the competitive field from nine to five through half-day interviews with each vendor, GMLG held a five-week "on-the-ground education session." Each vendor was given full, one-week access to the locomotive division (where IT operations were still being run by EDS). Vendor reps were free to explore the manufacturing floor and engineering area, as well as question the division's business leaders, "to truly get an opportunity to grasp what our business was all about," says Deasy.

Trost says the initial request for full access to GMLG facilities came from CSC in order to convince its management that GM was serious. "We were asking for a huge investment on GM's part to make those people available to us and allow us to crawl all over their facilities," she adds. "We spent a solid week (questioning) everybody we could get our hands on and we got valuable information back from them. IT wasn't helping them, it was forcing them to do things in a less effective manner."

Trost says most of the challenges her team uncovered were "pretty pure manufacturing issues." The five bidders then submitted official proposals that were scored in six areas: pricing, service level agreements, compliance with RFP, metrics management, quality of management team and value- added solutions. Some of the competitors even formed alliances in an unsuccessful bid to offer the right blend of outsourcing services.

"It goes back to how they racked and stacked in the final scoring, even as a group," explains Deasy. When the bidders were narrowed to just CSC and EDS, CSC was allowed to perform due diligence on GMLG, "which gave them the opportunity to validate the things we were asking for on the RFP and to make sure what they were proposing was accurately portrayed in their RFP based on what they learned," says Deasy.

EDS, being the incumbent, didn't require the same process. In the final analysis, CSC came out on top with, among other things, its aggressive plan to meet service levels. "We asked for very unique ways we wanted to see service level agreements (SLAs) delivered," explains Deasy.

"Everybody does SLAs, but we said, 'there are a number of one-time deliverables, if you should win this contract, that you're going to have to deliver to GMLG in X period of time. And in this case it's the first 90 days of the contract.'
"Some of them were a complete wall-to-wall asset inventory, a complete LAN monitoring system, an electronic distribution system, a number of on-line management tracking reports, having a certain number of metrics in place, Deasy adds. "Then we asked EDS to do the same thing."

GMLG also added a risk clause requiring a financial penalty if service levels weren't met each month. Deasy admits he was skeptical of CSC service-level claims, but became convinced after interviewing CSC customers, including GM Hughes. When EDS joined GM in 1986, Hughes was not owned by GM, so the company wasn't included in the EDS tenure of services agreement. As a result, Hughes was able to competitively bid its eight-year, $1.5 billion IT outsourcing contract, which CSC won in December 1994.

Deasy says Hughes' input was as valuable as that of the other CSC customers.

Now CSC faces the additional challenge of winning over more than 100 EDS non-management staff in the GMLG division. "IT is such a white-hot industry, employees have a lot of choices," says CSC's Trost. "Those challenges are the same scenario here as they would be any place else. The question is establishing with them CSC as an employer of choice."
The model developed by GMLG to review IT vendors will now serve as a guideline for future bidding by other GM divisions and its companies worldwide, according to Deasy. "All the sectors are going to be watching very closely now to see how we successfully transition from one outsourcer to another outsourcer," he says.

"This is one of the next frontiers in the IT industry," Deasy predicts. "There's been a lot of outsourcing that's been going on for a number of years. A lot of these deals are going to be coming due. A lot of companies like us are going to be wrestling with what happens now if someone else wins this business."

Reported by Integration Management: http://www.imnews.com

(19980421/WIRES BUSINESS, NETWORK/)

4/7,K/4 (Item 3 from file: 624)
DIALOG(R)File 624:McGraw-Hill Publications

0514853
ALTRESCO STILL SOLE BOSTON ED RFP 3 WINNER AFTER FOUR NUG CHALLENGES FAIL
, Pg 1
September 17, 1993
WORD COUNT: 784

TEXT:

The Massachusetts Dept. of Public Utilities has rejected complaints by four bidders that Boston Edison incorrectly scored their proposals in its embattled 132-MW request for proposals No. 3.

As a result, the 170-MW gas-fired Altresco Lynn retains its status as sole award winner. But the Denver-based developer still faces a challenge from DLS Energy, which claims it was wrongly disqualified from the RFP. The Patterson, N.Y., firm proposed an 85-MW gas-fired unit in Framingham, Mass.

In addition, the future of the RFP remains in question because Boston Ed said it no longer needs the power and has asked the state Judicial Supreme Court to overturn a DPU order to go forward with the power purchase (NPR, 23 July, 6).

In all, 41 projects bid 3,300 MW when the RFP closed Jan. 31, 1992. The four bidders who filed scoring complaints were: the 118-MW Concord Energy of Woburn, Mass, under development by Concord Energy of Westborough, Mass.; the 143-MW Woburn Energy of Woburn, Mass., under development by CMS Generating Company of Dearborn, Mich., and Montvale Energy Associates of North Falmouth, Mass.; the 25-MW Williams Peaking Project under development by Williams/Newcorp Generating of Braintree, Mass.; and the 143-MW L'Energia II project under development by Bio Development Corp. of Bedford, N.H.

Concord Energy, which bid 118 MW for 3,066 hours/year at a price to be paid in fixed capacity, said Boston Ed wrongly cut 20 points it had claimed for full dispatchability, 41.5 points for hours of operation and 10 points for fuel supply (DPU 92-144).

Concord claimed to be fully dispatchable because it would be available at a 0.90 Equivalent Availability Factor, meaning 7,884 hours/year. Further, the developer said the project's fuel supply and operation and maintenance **contract** was arranged on a fully dispatchable basis.

Boston Ed argued that Concord was a must-run unit because its fuel costs

are fixed. The New England Power Pool, therefore, would dispatch the unit 24 hours a day, seven days a week, displacing baseload units with lower fuel costs.

The DPU sided with Boston Ed saying the dispatchability score should reflect the economic value of a dispatchable unit. Concord offers no variable fuel cost, so Boston Ed "would save almost nothing by dispatching the project," the DPU wrote.

Like Concord Energy, Williams Peaking also disputed its price **score**, saying Boston Ed wrongly lopped 77.8 points from its **score** . Williams would be available 1,500 hours at a fixed price paid in $/kW, including all **fuel** costs. Williams said its **bid** contained a fixed $/kW charge without a variable **fuel** charge because its gas supply **contract** is take-or-pay. Based on written advice from Boston Ed, Williams calculated its price by dividing the annual equivalent of its proposed fixed charge by 7,884 hours/year to arrive at a cents/kWh charge (DPU 92-146).

Boston Ed countered that Williams should have used 1,500 hours in its calculations, a recommendation it would have made in the correspondence if the developer had revealed the project had a dispatch limitation. The developer also did not reveal that the project would use a fixed pricing mechanism to recover fuel and other variable costs, which would have changed Boston Ed's advice. The DPU again sided with the utility.

In its petition, Woburn Energy alleged that Boston Ed wrongly reduced its price score by 2.5 points and its design/engineering score by 0.7 points. Further, Boston Ed improperly allowed other bidders, including Altresco, to count lease financing as 100% equity, Woburn Energy said (DPU 92-166).

Woburn Energy initially said the 2.5 price points came from emissions reduction credits from its steam host. Later, when Boston Ed said it would not accept the credits, Woburn revised its emissions data, based on new information from its Midland, Mich., plant.

But Boston Ed again refused to give the extra points, saying the data was submitted after bids were due. The DPU agreed that the data was supplied too late. Even if it had been on time, it would not have increased the developer's score, according to the agency.

On the question of lease equity, the DPU said it agrees that single-investor capital lease arrangements must be treated as debt, but found no indication that Boston Ed did otherwise in evaluating the bids.

Bio Development charged that Boston Ed wrongly reduced its fuel supply score by seven points. Boston Ed said the developer failed to show that its fuel supply with Colonial Gas was firm from wellhead to L'Energia II for the entire time it would be expected to provide power, a position upheld by the DPU (92-167).

The DPU in June ordered Boston Ed to begin negotiating a **contract** with Altresco, but said the utility can refrain from signing the **contract** until the challenges are resolved.

TEXT:
... hours/year. Further, the developer said the project's fuel supply and operation and maintenance **contract** was arranged on a fully dispatchable basis.

Boston Ed argued that Concord was a must...

...dispatching the project," the DPU wrote.

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...the DPU (92-167).

The DPU in June ordered Boston Ed to begin negotiating a **contract** with Altresco, but said the utility can refrain from signing the **contract** until the challenges are resolved.

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